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9 THEFACEBOOK, INC.

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 THEFACEBOOK, INC.,

14 Plaintiff,

v.

15 CONNECTU LLC, CAMERON
16 WINKLEVOSS, TYLER WINKLEVOSS,
HOWARD WINKLEVOSS, DIVYA
NARENDRA, AND DOES 1-25,

17 Defendants.

CASE NO. 1:05-CV-047381

THEFACEBOOK, INC.'S FIRST SET
OF SPECIAL INTERROGATORIES
TO DEFENDANT CAMERON
WINKLEVOSS

18
19 PROPOUNDING PARTY: THEFACEBOOK, INC.

20 RESPONDING PARTY: CAMERON WINKLEVOSS

21 SET NO.: ONE (NOS. 1-23)

22
23 YOU ARE HEREBY REQUESTED, pursuant to California Code of Civil Procedure
24 section 2030, to answer the following interrogatories separately and fully, in writing, and under
25 penalty of perjury, within thirty (30) days after service.

26 **DEFINITIONS**

27 A. "ANY" shall be understood to include and encompass "ALL." As used herein, the

1 singular shall always include the plural and the present tense shall also include the past tense.
2 The words "AND" as well as "OR" shall be construed disjunctively or conjunctively as necessary
3 to bring within the scope of this request all documents or things that might otherwise be construed
4 to be outside its scope.

5 B. The terms "PERSON" and "PERSONS" mean both natural persons and legal
6 entities, including without limitation, corporations, companies, firms, partnerships, joint ventures,
7 proprietorships, associations, and governmental bodies or agencies. Unless noted otherwise,
8 references to any person, entity or party herein include its, his, or her agents, attorneys,
9 employees, employers, officers, directors, or others acting on or purporting to act on behalf of
10 said person, entity, or party.

11 C. "EVIDENCE" or any variant thereof, including but not limited to
12 "EVIDENCING," when used in connection with any document, shall be understood to apply if
13 the document directly or indirectly mentions, discusses, constitutes, concerns, supports
14 contradicts, relates to, refers to, or in any other way deals with the subject matter described in the
15 request in which the term appears.

16 D. "REFER TO" or "RELATE TO" as used herein mean pertaining to, relevant to,
17 material to, evidencing, affecting, comprising, discussing, dealing with, considering or otherwise
18 concerning in any manner whatsoever the subject matter of the inquiry.

19 E. As used herein, the term "DOCUMENT" means the original and each non-
20 identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic,
21 or other matter, in whatever form, whether in final or draft, including but not limited to all
22 materials that constitute "writings" or "recordings" or "photographs" within the broadest meaning
23 of the term "Writing" as defined in California Code of Evidence sections 250, 255, and 260 and
24 ALL materials that constitute "documents" within the broadest meaning of California Code of
25 Civil Procedure section 2031. DOCUMENT includes without limitation, printed matter,
26 electronic mail, materials stored on computer hard drives, diskettes, tapes, any other computer
27 media, recorded voice mail messages and any other information stored magnetically, optically or
28 electronically.

1 F. “COMMUNICATION” as used herein means any contact, oral or documentary,
 2 formal or informal, at any place or under any circumstances whatsoever whereby information of
 3 any nature is transmitted or transferred, including without limitation, any note, memorandum or
 4 other record thereof, or a single person seeing or hearing any information by any means.

5 G. “CONNECTU” means defendant ConnectU LLC and its directors, officers,
 6 parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators,
 7 attorneys, AND ALL other persons and entities representing it acting on its behalf, OR purporting
 8 to act on its behalf, including without limitation, Howard Winklevoss, Cameron Winklevoss,
 9 Tyler Winklevoss, AND Divya Narendra. It is acknowledged that the issue of whether
 10 HARVARD CONNECTION is a predecessor in interest to CONNECTU may be disputed. To the
 11 extent that an interrogatory requests information on “CONNECTU,” YOU must respond with
 12 specific information relating to CONNECT U first and ALL PERSONS listed above other than
 13 HARVARD CONNECTION. To the extent that YOU contend that any requested information
 14 RELATES TO HARVARD CONNECTION directly (*e.g.*, a contention that a trade secret
 15 belonged to HARVARD CONNECTION) YOU must separately detail YOUR response vis-à-vis
 16 HARVARD CONNECTION.

17 H. “HARVARD CONNECTION” means a project to develop a website for Harvard
 18 University Students AND alumni which made use of the term “HARVARD CONNECTION,”
 19 AND ANY individual, group, OR association conducting OR proposing work to develop such
 20 website.

21 I. “FACEBOOK” means, without limitation, Facebook, Inc. (formerly TheFacebook,
 22 Inc.), its past and present parents, subsidiaries, affiliates, predecessors, divisions, officers,
 23 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND
 24 ALL PERSONS acting or purporting to act on its behalf.

25 J. “WINKLEVOSS COMPANIES” means, without limitation, Winklevoss
 26 Technologies, LLC; Winklevoss Consultants, Inc., The Winklevoss Group; AND Winklevoss,
 27 LLC, their past AND present parents, subsidiaries, affiliates, predecessors, divisions, officers,
 28 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND
 DOCSSV1:432580.2

1 ALL PERSONS acting OR purporting to act on their behalf.

2 K. "USERS" means, without limitation, PERSONS registered to use the services
3 provided by CONNECTU, including without limitation, those provided at the connectu.com
4 website.

5 L. "PACIFIC NORTHWEST SOFTWARE" means, without limitation, Pacific
6 Northwest Software Inc., its past and present parents, subsidiaries, affiliates, predecessors,
7 divisions, officers, directors, trustees, employees, staff members, agents, counsel, representatives,
8 consultants, AND ALL PERSONS acting or purporting to act on its behalf, including without
9 limitation, Winston Williams.

10 M. "YOU" and "YOUR" means, without limitation, Cameron Winklevoss, his agents,
11 counsel, partners, employees, representatives, any business entities owned by AND/OR
12 controlled by Cameron Winklevoss, AND ALL PERSONS acting or purporting to act on his
13 behalf.

14 **INSTRUCTIONS**

15 1. If YOU object to any of the interrogatories herein on a privilege grounds, state
16 the privilege claimed and describe the facts giving rise to the privilege claim in sufficient detail so
17 that the Court can adjudicate the validity of the claim.

18 2. "IDENTIFY," when used with respect to a natural person, means state the name,
19 current telephone number and current home or business address of the person(s). If current
20 information is not available, please provide the last available information regarding the person(s).

21 3. "IDENTIFY," and all variants including "IDENTITY" when used with respect to
22 any entity, means state the name, place and date of incorporation or organization, principal place
23 of business, and the identity of all natural persons having knowledge of the matter with respect to
24 which it is named in an answer to an interrogatory.

25 4. To "IDENTIFY" a document means:

26 a. to refer to the document's identification or exhibit number if the document
27 has been previously produced or used in discovery or to attach a true copy of the document to the
28 interrogatory answers and to state the document's title and date, or if unknown, the approximate

1 date of creation;

2 b. to identify each person who signed or participated in the preparation of the
3 document;

4 c. to identify each person who is an addressee, including each person to
5 whom a copy was to be sent or who received a copy of the document;

6 d. to summarize the subject matter of the document;

7 e. to provide the present location of the document and the identity of the
8 custodian of the original and each copy thereof; and

9 f. if the document no longer exists, to give the date on which it was
10 destroyed, the identity of the person who destroyed it, and the person under whose authority it
11 was destroyed.

12 5. "IDENTIFY" a circumstance, occurrence or event, means to describe it in detail,
13 including date, time, surrounding circumstances, PERSONS involved OR present, reasons,
14 effects, results, where AND how it occurred, AND what occurred.

15 6. In answering the following interrogatories, YOU are required to provide ALL
16 information that is available to YOU within YOUR control, including information in the
17 possession of YOUR attorneys, investigators, employees, agents, representatives, and guardians
18 or any other person acting on YOUR behalf, and not merely information from YOUR own
19 personal knowledge.

20 7. If YOU cannot answer any interrogatory in full, answer to the extent YOU are able
21 to do so, state the reason for YOUR inability to answer further, and state the knowledge or
22 information available to YOU concerning the unanswered portion.

23 8. If YOU object to any of the interrogatories, YOU must state the grounds for any
24 objection(s). If YOU object to only part of an interrogatory, YOU must state the objection and
25 the grounds for any objection(s) and respond to the remainder of the interrogatory.

26 9. Each answer should be preceded by a reiteration of the full interrogatory to which
27 it responds.

10. For each interrogatory, IDENTIFY ALL persons who provided information or otherwise assisted in preparing YOUR response.

INTERROGATORIES

INTERROGATORY NO. 1:

5 Describe in detail AND IDENTIFY ALL contacts AND COMMUNICATIONS YOU,
6 CONNECTU, HARVARD CONNECTION AND WINKLEVOSS COMPANIES have had with
7 PERSONS (including without limitation, USERS) currently OR formerly residing OR domiciled
8 in California; businesses (including without limitation, Internet search engines providers such as
9 Google Inc. AND Yahoo! Inc., server providers, advertising agencies, advertisers, Internet service
10 providers, computer equipment providers, YOUR licensors AND licensees) currently OR
11 formerly located, licensed, based, OR incorporated in California; AND universities, colleges,
12 high schools located in California, including without limitation, letters, emails, advertising
13 materials, business solicitations, business contacts, telephonic conversations, facsimile
14 transmissions, AND trips to California. In doing so, IDENTIFY the PERSONS contacted, the
15 location AND time where any such contact OR event occurred, AND the subject matter of the
16 contact OR COMMUNICATION.

INTERROGATORY NO. 2:

18 IDENTIFY, on a monthly basis, how many USERS have been registered at the
19 connectu.com website since February 2004, AND how many of those USERS are residents of,
20 OR PERSONS domiciled in, California.

21 | INTERROGATORY NO. 3:

22 IDENTIFY the number AND amount of accounts receivable owed YOU, CONNECTU,
23 HARVARD CONNECTION AND WINKLEVOSS COMPANIES by PERSONS that, or who,
24 are California residents OR PERSONS domiciled in California. In doing so, IDENTIFY the
25 goods AND services for which the individual accounts receivable are owed.

INTERROGATORY NO. 4:

27 IDENTIFY ALL instances in which YOU, CONNECTU, HARVARD-CONNECTION
28 AND WINKLEVOSS COMPANIES have been in California, including without limitation,

1 business, trips, OR recreational trips; living, residing OR domiciling in California; AND flying
2 OR driving to OR through California. In doing so, IDENTIFY the dates of ALL occurrences
3 AND the length of the stay in California.

4 **INTERROGATORY NO. 5:**

5 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND
6 WINKLEVOSS COMPANIES' current AND former personal OR real property currently OR
7 previously located in California.

8 **INTERROGATORY NO. 6:**

9 IDENTIFY ALL contracts AND agreements involving YOU, CONNECTU, OR
10 WINKLEVOSS COMPANIES in which California law governs AND/OR in which the parties to
11 the contract OR agreement agreed as to the jurisdiction of California state courts AND/OR United
12 States federal courts located in California.

13 **INTERROGATORY NO. 7:**

14 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR
15 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,
16 accessed the website, www.facebook.com, AND the purposes of each access, including without
17 limitation, ANY COMMUNICATIONS that RELATE TO ANY of the occurrences AND
18 FACEBOOK user OR registrant accounts OR email addresses used to access the facebook.com
19 website.

20 **INTERROGATORY NO. 8:**

21 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR
22 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,
23 distributed emails to email addresses of members OR registrants of FACEBOOK for ANY
24 reason, including without limitation, to solicit membership OR registration with CONNECTU,
25 including without limitation, email addresses of PERSONS currently OR formerly located,
26 residing OR domiciled in California, including without limitation, ANY COMMUNICATIONS
27 that RELATE TO ANY of the occurrences.

28

1 **INTERROGATORY NO. 9:**

2 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND
3 WINKLEVOSS COMPANIES' licenses OR registrations regarding the ability to do business in
4 California.

5 **INTERROGATORY NO. 10:**

6 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its servers, facilities,
7 offices, OR personnel were located in California.

8 **INTERROGATORY NO. 11:**

9 IDENTIFY the services provided through the connectu.com website to USERS, including
10 without limitation, how the services are provided.

11 **INTERROGATORY NO. 12:**

12 IDENTIFY ALL USERS, including without limitation, their respective email addresses.

13 **INTERROGATORY NO. 13:**

14 IDENTIFY the circumstances surrounding the formation AND maintenance of
15 CONNECTU as a limited liability company, including without limitation, filings, investments,
16 COMMUNICATIONS, PERSONS involved, capitalization, directors, officers, attorneys,
17 investors, AND reasons for the formation, as well as organizational meetings, including without
18 limitation meetings of directors, officers, board member, AND Members, Managers AND Board
19 of Managers, as defined in the Limited Liability Company Operating Agreement of ConnectU,
20 LLC – bates numbers C011285 through 011335.

21 **INTERROGATORY NO. 14:**

22 IDENTIFY current AND former directors, officers, employees, AND agents of
23 CONNECTU (including without limitation, Members, Managers AND Board of Managers as
24 defined in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates
25 numbers C011285 through 011335), HARVARDCONNECTION, AND WINKLEVOSS
26 COMPANIES, including without limitation, dates in these positions, duties, job descriptions,
27 authorities, AND responsibilities.

1 **INTERROGATORY NO. 15:**

2 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S OR
3 WINKLEVOSS COMPANIES' advertising, promotions AND marketing activities directed, at
4 least in part, at California residents.

5 **INTERROGATORY NO. 16:**

6 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND
7 WINKLEVOSS COMPANIES' business relationships with, OR financial interests in, businesses
8 (including without limitation, Affiliates as defined in Limited Liability Company Operating
9 Agreement of ConnectU, LLC – bates numbers C011285 through 011335) currently OR formerly
10 incorporated, licensed, located, based, OR with facilities OR offices located in California,
11 including without limitation, the nature of each relationship, the IDENTITY of each business,
12 AND whether each business is incorporated, licensed, located, based OR has facilities OR offices
13 located in California.

14 **INTERROGATORY NO. 17:**

15 IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

16 **INTERROGATORY NO. 18:**

17 IDENTIFY the ownership of CONNECTU, HARVARDCONNECTION AND
18 WINKLEVOSS COMPANIES, including without limitation, PERSON'S names, amounts they
19 contributed OR invested, AND their percent ownership OR control (including without limitation,
20 Capital Contributions, Percent Interest, Equity Units, Non-Equity Units, Voting Units as defined
21 in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates numbers
22 C011285 through 011335) on a by-PERSON basis.

23 **INTERROGATORY NO. 19:**

24 IDENTIFY the location of CONNECTU'S AND WINKLEVOSS COMPANIES' offices,
25 facilities, server/equipment locations.

26 **INTERROGATORY NO. 20:**

27 IDENTIFY ANY Dissociations, as defined in the Limited Liability Company Operating
28 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without

1 limitation, the PERSON dissociated, the date, AND ANY reasons for each Dissociations.

2 **INTERROGATORY NO. 21:**

3 IDENTIFY ANY Distributions as defined in the Limited Liability Company Operating
4 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without
5 limitation, the dollar amount, the recipient, the reason, AND the date of each Distribution.

6 **INTERROGATORY NO. 22:**

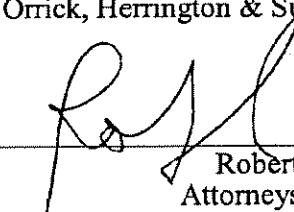
7 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning
8 located in California at which CONNECTU provides OR provided services including without
9 limitation, access to the connectu.com website, including without limitation University of
10 California (all campuses), California State University (all campuses), Stanford University, San
11 Jose State University, Santa Clara University, University of San Francisco, University of
12 Southern California, University of San Diego, San Diego State University, AND Claremont
13 Colleges (all campuses), as well as the USERS using email domains (*e.g.*, name@stanford.edu)
14 from those universities, colleges, high schools, AND institutes of higher learning.

15 **INTERROGATORY NO. 23:**

16 IDENTIFY ALL actions made on behalf of CONNECTU by YOU.

17 Dated: November 3, 2005

Orrick, Herrington & Sutcliffe LLP


Robert D. Nagel
Attorneys for Plaintiff
THEFACEBOOK, INC.